

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
(ATLANTA DIVISION).

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	CIVIL ACTION
)	NO. 76 C 435A
v.)	
)	FILED: December 7, 1977
ATLANTA NEWS AGENCY, INC.; and)	
FAMILY READING SERVICE, INC.,)	ENTERED: March 24, 1978
)	
Defendants.)	

STIPULATION

It is stipulated by and between the undersigned parties that:

1. A Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of either party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act (15 U.S.C. § 16), and without further notice to either party or other proceedings, provided that plaintiff has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on defendant Atlanta News Agency, Inc., and by filing that notice with the Court.

2. In the event plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever

and the making of this Stipulation shall be without prejudice to plaintiff and defendant Atlanta News Agency, Inc. in this and any other proceeding.

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Plaintiff,)
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FAMILY READING SERVICE, INC.,)
) Entered: March 24, 1978
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FINAL JUDGMENT AS TO DEFENDANT
ATLANTA NEWS AGENCY, INC.

Plaintiff, United States of America, having filed its complaint herein on March 8, 1976, and defendant, Atlanta News Agency, Inc. ("ANA"), having appeared by its attorneys, and the parties hereto, by their respective attorneys, having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or admission by either party in respect to any issue of fact or law herein;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby,

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I

This Court has jurisdiction over the subject matter herein and of the parties hereto. The complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Sherman Act.

II

As used in this Final Judgment:

(A) "Paperback books" means mass media market paperback books;

(B) "Periodicals" means mass media market paper cover magazines; it excludes daily newspapers but includes tabloids and comic books;

(C) "Person" means any natural person, association, cooperative, partnership, corporation, or other form of legal or business entity;

(D) "ID wholesaler" means any person engaged in the business of purchasing periodicals and paperback books from the principal national distributors for resale at wholesale rates to retailers, and who, itself, delivers said merchandise, stocks its customers' display fixtures, bills its customers, credits and removes out-of-date merchandise and accounts for all sales and returns to its national distributor clients; and

(E) "Market" means that entire geographic area serviced by an ID wholesaler from a single warehouse.

III

The provisions of this Final Judgment applicable to defendant ANA shall also apply to each of its officers, directors, agents, employees, successors, and assigns, to each of its subsidiaries and affiliates, and in addition, to all other persons in active concert or participation with any of them who shall receive actual notice of this Final Judgment by personal service or otherwise.

IV

Defendant ANA is enjoined and restrained from:

(A) Entering into, continuing, maintaining or renewing any contract, combination, conspiracy, agreement, understanding

or concert of action with any ID wholesaler or other person to induce or coerce, or attempt to induce or coerce, any other ID wholesaler or any other third person seeking to distribute or sell periodicals or paperback books to others for further distribution or resale, to refrain from soliciting or doing business with any person or in any territory;

(B) Adopting, continuing, maintaining or renewing any practice, plan, program, or device to coerce, or attempt to coerce, any ID wholesaler or any other third person seeking to distribute or sell periodicals or paperback books to others for further distribution or resale from soliciting or doing business with any person or in any territory;

(C) Entering into, continuing, maintaining or renewing any combination, conspiracy, agreement, understanding, concert of action, or contract with any ID wholesaler, or any other third person seeking to distribute or sell periodicals or paperback books to others for direct sale to the public, to limit or restrict the territory within which or the customers with which any of the parties thereto may do business, including the contract defendant ANA entered into with Town & Country News Co., Inc., dated October 9, 1973. Subject to the provisions of Sections IV(A) and (B), nothing in this Section shall be deemed to prohibit defendant ANA from entering into a contract for the bona fide purchase or sale of an entire business of an ID wholesaler (or any person seeking to distribute or sell periodicals or paperback books to others for direct sale to the public) in a market, which contract contains an ancillary covenant not to compete on the part of the seller; provided, however, that said covenant not to compete must be confined geographically to an area no larger than that in which the business sold was then doing

business and be not longer than two years in duration. Subject to Sections IV(A) and IV(B), nothing in this Section IV(C) shall apply to employment contracts between defendant ANA and its employees containing ancillary covenants not to compete.

V

Within sixty (60) days after the date of entry of this Final Judgment, defendant ANA is ordered and directed to furnish a copy thereof to each of its officers, directors, and employees, and to file with this Court and to serve upon the plaintiff an affidavit as to the fact and manner of its compliance with this Section V.

VI

(A) For the purpose of determining or securing compliance with this Final Judgment, any duly authorized representative of the Department of Justice shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant ANA made to its principal office, be permitted, subject to any legally recognized privilege:

(1) Access during the office hours of such defendant to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of such defendant relating to any matters contained in this Final Judgment; and

(2) Subject to the reasonable convenience of such defendant and without restraint or interference from it, to interview officers, directors, agents, partners or employees of such defendant, who may have counsel present, regarding any such matters.

(B) Defendant ANA, upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing with respect to any of the matters contained in this Final Judgment as may from time to time be requested.

No information obtained by the means provided in this Section VI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

If at any time information or documents are furnished by a defendant to plaintiff, such defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and said defendant marks each pertinent page of such material, "Subject to claim of protection under Rule 26 (c) (7) of the Federal Rules of Civil Procedure," then 10 days notice shall be given by plaintiff to such defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which the defendant is not a party.

VII

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or

carrying out of this Final Judgment, for the modification of any of the provisions thereof and for the enforcement of compliance therewith and the punishment of violations thereof.

VIII

Entry of this Final Judgment is in the public interest.

Dated: March 22, 1978

/s/ Harold L. Murphy
Harold L. Murphy
United States District Judge